

(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT

This Agreement is made and entered into this 1st day of March, 2018, by and between TTM Associates LLC, formerly known as Trump Taj Mahal Associates LLC ("Taj") and UNITE HERE International Union Local 54, AFL-CIO ("Union").

Recitals

Until on or about October 10, 2016, Taj owned and operated the Trump Taj Mahal Hotel and Casino in Atlantic City, New Jersey (the "Taj Mahal") and the Union was the exclusive bargaining representative of a bargaining unit comprised of certain employees working at the Taj Mahal.

On September 9, 2014, Taj and other related entities each filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the "Court") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Proceeding").

On multiple dates during 2015 and 2016, the Union filed unfair labor practice Charges and amended Charges (the "Charges") with Region 4 of the National Labor Relations Board ("NLRB") alleging that Taj and a number of other entities, acting as joint employers, violated Sections 8(a)(1), (3) and (5) of the National Labor Relations Act (the "Act") by discharging its then employee (b) (6), (b) (7)(C) and by unilaterally implementing various changes in the terms and conditions of employment of persons then employed by Taj who were represented by the Union.¹

On February 25, 2015 the NLRB filed with the Court in the Bankruptcy Proceeding a "REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES CONTINGENT UPON NLRB PROCEEDINGS" (the "NLRB Bankruptcy Claim") arising out of and based upon some of the Charges.

On January 31, 2017 the Acting Regional Director for the NLRB's Region 4 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the "Consolidated Complaint") based, in part, on some of the Charges filed by the Union, and based on a charge filed by an individual, (b) (6), (b) (7)(C) (Case 04-CA-181104).

¹ The Charges were filed by Unite Here International Union Local 54, AFL-CIO against Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump Marina Associates, LLC, Trump Taj Mahal Associates, LLC, Trump Entertainment Resorts Development Company, LLC, TER Development Co., LLC, TERH LP Inc., and Icahn Enterprises, LP, Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Partners Master Fund II LP, Icahn Partners Master Fund III LP, IEH Investments I LLC, and Icahn Agency Services, LLC., and docketed as NLRB Cases 04-CA-143464, 04-CA-144816, 04-CA-144884, 04-CA-144911, 04-CA-145654, 04-CA-145656, 04-CA-145657, 04-CA-145664, 04-CA-145670, 04-CA-145672, 04-CA-145673, 04-CA-145677, 04-CA-145683, 04-CA-145688, 04-CA-145695, 04-CA-145696, 04-CA-145705, 04-CA-145734, 04-CA-152021, 04-CA-152051, 04-CA-156451, 04-CA-156485, 04-CA-156502, 04-CA-156908, 04-CA-156950, 04-CA-156986, 04-CA-156988, 04-CA-160420, 04-CA-164262, and 04-CA-172940.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On February 14, 2017, counsel for Taj and the entities alleged by the Union to be joint employers filed a timely Answer denying essentially all of the material allegations in the Consolidated Complaint.

On or about October 10, 2016, Taj permanently shut down and ceased all operations of the Taj Mahal. On or about March 31, 2017, Taj sold and disposed of the real estate that formally housed the Taj Mahal.

The material allegations contained in the Charges and the Consolidated Complaint are and remain denied and contested by Taj. The purpose of this Agreement (and a separate Settlement Agreement with the individual Charging Party (b) (6), (b) (7)(C)) is to accomplish their permanent withdrawal and dismissal without the cost of further litigation.

Wherefore, Taj and the Union agree as follows:

Terms of Agreement

1. The Parties acknowledge and agree that their mutual and separate aims and intents in entering into this Agreement depend upon the NLRB's approval of the Union's requests to withdraw all of the Union's Charges and to dismiss the Consolidated Complaint. Accordingly, the Parties agree that this Agreement is and shall be contingent upon NLRB approval of such requests and that, in the event of failure or refusal by the NLRB to grant such approval, this Agreement shall be considered null and void and of no effect.
2. Upon execution of this Agreement by Taj and the Union, the Union shall request that the NLRB approve withdrawal of all of the Charges filed by the Union, dismissal of the Consolidated Complaint, and withdrawal of the NLRB Bankruptcy Claim, all conditioned upon compliance by Taj with the terms of this Agreement. It is the understanding of Taj and the Union that (b) (6), (b) (7)(C) has requested a conditional withdrawal of (b) (6), (b) (7)(C) charge and dismissal of the Consolidated Complaint, conditioned upon compliance by Taj with the terms of the Settlement Agreement with (b) (6), (b) (7)(C).
3. Within thirty (30) days following the date the NLRB approves the Union's request, Taj will deliver to the NLRB's Region 4 office a check payable to its former employee (b) (6), (b) (7)(C) in the amount of \$54,637.00, less such amounts as are required to be withheld therefrom in accordance with Federal and New Jersey law.
4. Within sixty (60) days following the date the NLRB approves the Union's request, the Union will provide Taj and the NLRB with a list containing the names, addresses and Social Security numbers of former Taj employees whom the Union believes were adversely affected by the alleged actions referred to in the Charges based on Section 8(a)(5) of the Act, together with a specific dollar amount to be paid to each of said former Taj employees, totaling one million dollars (\$1,000,000.00) in the aggregate (which shall be in addition to the amount paid to (b) (6), (b) (7)(C) as set forth in the preceding paragraph and in addition to the backpay paid to (b) (6), (b) (7)(C) pursuant to the terms of (b) (6), (b) (7)(C) separate Settlement Agreement).

5. Within thirty (30) days following the date that the Union provides Taj with the list referred to in paragraph 4 above, Taj will provide the Union with checks made payable to each of the former Taj employees named in such list, in the amounts specified by the Union in such list less such amounts as are required to be withheld therefrom in accordance with Federal and New Jersey law.

6. Within 20 days of receipt of the checks referred to in paragraph 5 above, the Union will attempt to deliver all of them to the payees.

7. Within 25 days after receipt of the checks, the Union shall give written notice to Taj and the Acting Regional Director of NLRB Region 4 of those employees where delivery of backpay checks was successful, and of those employees whom the Union was unable to locate.

8. In the event that the Union is unable to locate an employee within six (6) months of receipt of that employee's backpay check, the Union will send the employee's backpay check to the New Jersey Treasury Department, and will provide written notification to the Acting Regional Director of Region 4 that this has been done.

9. Upon the NLRB's receipt from the Union of written certification of delivery or attempted delivery of the backpay checks to employees, as described above in paragraph 7, the NLRB will file with the Delaware Bankruptcy Court a Stipulation Withdrawing National Labor Relations Board's Request for Payment of Administrative Expenses (Document 978 and 1950).

10. Taj will forward the amounts withheld from the checks in accordance with paragraphs 3 and 5 above to the appropriate Federal and New Jersey agencies, and will pay the employer's share of any required payroll and payroll-related taxes and fees on the backpay paid to each employee as set forth herein, including (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), and will timely send W-2 forms to the former employees at the addresses provided by the Union.

11. Nothing contained herein shall constitute or be construed as an admission of liability or of any allegation contained in any Charges or the Consolidated Complaint by Taj or any entity or person named therein. On the contrary, Taj steadfastly denies such liability and allegations in their entirety. Taj and the Union have entered into this Agreement for the purpose of achieving the permanent withdrawal and dismissal of the Charges filed by the Union and the Consolidated Complaint without the necessity for further litigation.

12. Except as provided in Paragraph 13 of this Agreement, other than claims based on alleged failure to comply with obligations imposed by this Agreement, the Union hereby knowingly and voluntarily releases and waives any and all claims, of any kind that it has or may have had against the Taj and all of the other entities named as employers and/or joint employers in the Charges, including but not limited to claims arising directly or indirectly from the terms of any collective bargaining agreement, claims based on alleged failure or refusal to bargain with regard to the terms of employment of employees represented by the

Union, and/or claims based on the alleged unilateral implementation of changes in any terms or conditions of employment of any employees represented by the Union.

13. The Parties understand and agree that that the foregoing release shall not apply to (a) those claims reflected in Exhibit A attached hereto by certain former employees of the Trump Plaza for Certain Severance Payments in Accordance with the Collective Bargaining Agreement Between Trump Plaza Associates, LLC and UNITE HERE Local 54 referred to in DEBTORS' AMENDED MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105(a), 363, 503 and 507 OF THE BANKRUPTCY CODE filed by Debtors on November 20, 2014 in the United States Bankruptcy Court for the District of Delaware [Docket No. 522], or (b) to pre-petition claims filed by the Union in the Debtors' Chapter 11 Cases, provided, that the Union agrees not to assert that any pre-petition claims against the Debtors are entitled to priority under the Bankruptcy Code. The Debtors and the Distribution Trustee appointed in the Chapter 11 Cases reserve the right to object to any claim not released under this Agreement by the Union on any and all bases.

TTM ASSOCIATES LLC

(b) (6), (b) (7)(C)

By: _____

Date: _____

3-2-18

UNITE HERE INTERNATIONAL
UNION LOCAL 54 AFL-CIO

By: _____

Date: _____

3-1-18

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EXHIBIT A

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(b) (6), (b) (7)(C)

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EXHIBIT A

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EXHIBIT A

[illegible]

(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT

This Agreement is made and entered into this ___ day of April, 2017, by and between Trump Taj Mahal Associates LLC ("Taj") and its former employee, (b) (6), (b) (7)(C)

Recitals

Until on or about October 10, 2016, Taj owned and operated the Trump Taj Mahal Hotel and Casino in Atlantic City, New Jersey (the "Taj Mahal").

On July 29, 2016, (b) (6), (b) (7)(C) filed an unfair labor practice charge with the National Labor Relations Board's Region 4 office in case number 04-CA-181104 (the "Charge") alleging that the Taj Mahal violated Sections 8(a)(1) and (3) of the National Labor Relations Act (the "Act") by suspending and then discharging (b) (6), (b) (7)(C) from its employ. On January 31, 2017 the Acting Regional Director for the NLRB's Region 4 issued an Order consolidating Cases, Consolidated Complaint and Notice of Hearing (the "Consolidated Complaint") containing, *inter alia*, allegations related to the Charge filed by (b) (6), (b) (7)(C) and containing allegations related to unfair labor practice charges filed by UNITE HERE International Union Local 54, AFL-CIO ("Union").

On February 14, 2017, counsel for Taj filed a timely Answer denying essentially all of the material allegations in the Charges filed by (b) (6), (b) (7)(C) and by the Union and in the Consolidated Complaint.

On or about October 10, 2016, Taj permanently shutdown and ceased all operations of the Taj Mahal. On or about March 31, 2017, Taj sold and disposed of the real estate that formally housed the Taj Mahal.

The material allegations contained in the Charges filed by (b) (6), (b) (7)(C) and by the Union and in the Consolidated Complaint are and remain denied and contested by Taj. The purpose of this Agreement (and a separate Settlement Agreement with the Union) is to accomplish the permanent withdrawal and dismissal of all Charges and all Charge-related provisions of the Consolidated Complaint without the cost of further litigation.

Wherefore, Taj and (b) (6), (b) (7)(C) agree as follows:

Terms of Agreement

1. Upon execution of this Agreement by Taj and (b) (6), (b) (7)(C) shall request that the NLRB approve withdrawal of the Charge and dismissal of all Charge-related provisions of the Consolidated Complaint, conditioned upon compliance by Taj with the terms of this Agreement.
2. Within thirty (30) days following the date of this Agreement, Taj will deliver to the NLRB's Region 4 office a backpay check payable to (b) (6), (b) (7)(C) in the amount of \$9,180.00, less such amounts as are required to be withheld therefrom in accordance with Federal and New Jersey

law. Taj will pay the employer's share of any required payroll and payroll-related taxes and fees on the backpay paid to (b) (6), (b) (7)(C) and will timely send W-2 forms to (b) (6), (b) (7)(C) at the address provided by her.

3. Nothing contained herein shall constitute or be construed as an admission of liability or any allegation contained in any Charge or the Consolidated Complaint by Taj or any entity or person named therein. On the contrary, Taj steadfastly denies such liability and allegations in their entirety. Taj and (b) (6), (b) (7)(C) have entered into this Agreement for the purpose of achieving the permanent withdrawal and dismissal of the Charge filed by (b) (6), (b) (7)(C) and the Charge-related provisions of the Consolidated Complaint without the necessity for further litigation.

4. Other than claims based on alleged failure to comply with obligations imposed by this Agreement, (b) (6), (b) (7)(C) hereby releases and forever discharges Taj and all of the other entities named as employers and/or joint employers in the Consolidated Complaint, their affiliates, successors and assigns, officers, employees, representatives, and agents (the "Releasees") from any and all claims, liabilities, obligations, promises, agreements, demands and damages of any nature and kind, which (b) (6), (b) (7)(C) has or ever had against any Releasee. (b) (6), (b) (7)(C) understands and acknowledges that, prior to signing this Agreement, (b) (6), (b) (7)(C) was given and had the right to review all of its aspects and effects with an attorney of (b) (6), (b) (7)(C) choice, that (b) (6), (b) (7)(C) has carefully read and fully understands all of its provisions, and that (b) (6), (b) (7)(C) is freely, knowingly and voluntarily entering into this Agreement.

TRUMP (b) (6), (b) (7)(C)

By _____

(b) (6), (b) (7)(C)

4/24/17

29492013.2

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION FOUR**

**TRUMP ENTERTAINMENT RESORTS, INC.,
TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P., TRUMP PLAZA ASSOCIATES,
LLC, TRUMP MARINA ASSOCIATES, LLC,
TRUMP TAJ MAHAL ASSOCIATES, LLC,
TRUMP ENTERTAINMENT RESORTS
DEVELOPMENT COMPANY, LLC, TER
DEVELOPMENT CO., LLC, TERH LP INC.
("TRUMP ENTITIES"). ICAHN ENTERPRISES
LP, ICAHN PARTNERS LP, ICAHN PARTNERS
MASTER FUND LP, ICAHN PARTNERS
MASTER FUND II LP, ICAHN PARTNERS
MASTER FUND III LP, IEH INVESTMENTS I
LLC, AND ICAHN AGENCY SERVICES, LLC
("ICAHN ENTITIES"), JOINT EMPLOYERS**

**Cases 04-CA-143464, 04-CA-144816,
04-CA-144884, 04-CA-144911,
04-CA-145654, 04-CA-145656,
04-CA-145657, 04-CA-145664,
04-CA-145670, 04-CA-145672,
04-CA-145673, 04-CA-145677,
04-CA-145683, 04-CA-145688,
04-CA-145695, 04-CA-145696,
04-CA-145705, 04-CA-145734,
04-CA-152021, 04-CA-152051,
04-CA-156451, 04-CA-156485,
04-CA-156502, 04-CA-156908,
04-CA-156950, 04-CA-156986,
04-CA-156988, 04-CA-160420,
04-CA-164262, and
04-CA-172940**

and

**UNITE HERE INTERNATIONAL UNION LOCAL
54, AFL-CIO**

and

Case 04-CA-181104

(b) (6), (b) (7)(C), AN INDIVIDUAL

**ORDER APPROVING WITHDRAWAL REQUEST, DISMISSING COMPLAINT, AND
WITHDRAWING NOTICE OF HEARING**

A Consolidated Complaint and Notice of Hearing issued in the above-captioned matters on January 31, 2017. Thereafter, the Charging Party in Case 04-CA-181104 (b) (6), (b) (7)(C) requested withdrawal of the charge, and the Charging Party in the above-captioned cases other than 04-CA-181104 (UNITE HERE International Union Local 54, AFL-CIO) requested withdrawal of the charges, conditioned on the performance of the undertakings in a private agreement between the parties. Having duly considered the requests for withdrawal,

IT IS ORDERED that the request to withdraw the charge in Case 04-CA-181104 is approved, and that the request to withdraw the charges in the remaining cases is approved, conditioned on the performance of the undertakings in the private agreements between the parties. The charges filed by UNITE HERE International Union Local 54 AFL-CIO are subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

IT IS FURTHER ORDERED that the Consolidated Complaint is dismissed and the Notice of Hearing is withdrawn.

Dated: March 19, 2018

A handwritten signature in black ink, appearing to read "Harold A. Maier", is positioned above a horizontal line.

HAROLD A. MAIER
ACTING REGIONAL DIRECTOR¹
NATIONAL LABOR RELATIONS BOARD
REGION 04

¹ Regional Director Dennis P. Walsh is recused from this matter.